



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

2-3-2004

Equal Employment Opportunity Commission v. Rochdale Village, Inc.

Judge Robert M. Levy

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Equal Employment Opportunity Commission v. Rochdale Village, Inc.

Keywords

EEOC, Rochdale Village Inc., CV 03 6343, Consent Decree, Disparate Treatment, Hiring, Female, Sex, Other, Title VII, Employment Law

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

DEC 18 2003 of 81.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-against-

ROCHDALE VILLAGE, INC.,

Defendant.

CV 03 6343
BROOKLYN OFFICE
Action No.

BLOCK, J.

LEVY, M.J.

CONSENT DECREE

Plaintiff, Equal Employment Opportunity Commission (hereinafter the "Commission" or "EEOC"), has instituted this action alleging that Defendant Rochdale Village, Inc ("Rochdale") failed to hire Jeanine Latimer, Quantasha Hicks and other women for Maintenance and Groundskeeping jobs because of their sex in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. (hereinafter "Title VII"). EEOC also alleges that Rochdale failed to maintain employment records required by law. Defendant Rochdale denies that it violated Title VII with respect to the employment of Maintenance and Groundskeeping employees

For purposes of settlement, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII will be carried

out by the implementation of this Decree, and (iii) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII.

2. Defendant shall neither discriminate against any job applicant nor employee on the basis of sex nor retaliate against any person because she or he has opposed any practices alleged in this action as unlawful under Title VII, has participated in an investigation conducted under Title VII with respect to this complaint, or because she has participated in this lawsuit or has benefitted in any way as a result of this Consent Decree.

II. Relief for Aggrieved Parties

3. Defendant agrees to pay a total of NINETY THOUSAND DOLLARS (\$90,000.00) in full settlement of any and all claims for monetary damages covered by the complaint including, but not limited to, claims for punitive damages, backpay, compensatory damages and interest on backpay to the women who are identified through a claims procedure. This payment is to be called the Claims Fund. This payment is to be divided among all eligible claimants based upon a schedule that EEOC will provide Rochdale. Rochdale will prepare and tender the award checks in accordance with the provisions hereafter noted. Within ten (10) days of the Court's approval of this decree, the entire sum shall be placed in an interest-bearing account for the benefit of the claimants qualified for monetary relief.

4. The parties agree that eligible claimants shall be those individuals who filled out a claims form and are found to have applied or were refused an application for positions as Groundskeepers and Maintenance Workers from January 1, 1997 and the date of the Courts approval of the claims process in this Decree and were denied employment because of their sex in violation of Title VII of the Civil Rights Act of 1964.

5. The Claims Fund shall be divided among those persons described in paragraph 4 above. Based upon the evidence provided by the qualified claimants, EEOC shall award appropriate monetary relief which may include backpay, pecuniary and non-pecuniary compensatory damages. EEOC shall divide the entire Claims Fund among the claimants, no portion of the fund shall remit to Rochdale. The EEOC shall determine what portion, if any, of an award to a claimant is for backpay and lost benefits (such portion hereinafter referred to as the "Backpay Amount"). The balance of each award will be classified as compensatory damages for emotional distress. Backpay Amounts constitutes "wages" within the meaning of Sections 3121(a), 3306(b) and 3401(a) of the Internal Revenue Code of 1986 and, as such, are subject to withholding ("Wage Withholding") for federal, state and local income taxes as well as to payment of federal, state and local employment taxes ("Employment Taxes"). Wages Withholding amounts will be deducted from any Backpay Amount and paid from the Claims Fund to the appropriate taxing authorities. Any and all Employment Taxes attributable to a Backpay Amount, including the employer's share, will be paid from the Claims Fund. None of the amounts paid to claimants shall be for punitive damages. Other than the Wage Withholding for Backpay Amount discussed above, Claimants shall be responsible for any federal, state, local

income tax and employee social security taxes that are due on payments made to them from the Claims Fund.

6. Defendant will post a notice, see exhibit E in a method similar to how it recruited for positions as Groundskeepers or Maintenance Workers. That notice would inform women who applied for positions as Groundskeepers or Maintenance Workers from January 1, 1997 through the entry of the Decree, that they must contact the Equal Employment Opportunity Commission's New York District Office for a Claims Form. See Exhibit B. Rochdale will also maintain a supply of claims forms that it will provide to women who request them. All claimants will have 90 days from the date of the notice to submit a claims form. EEOC will have 90 days once the claims submission period ends to make award determinations and notify claimants.

7. Once the EEOC makes the award determination it shall notify each claimant of the award and of the fairness hearing. See Exhibit A. Rochdale will issue checks after the Consent Decree is finalized by the Court, subject to the fairness hearing detailed in Exhibit A. The Parties agree that no award shall be issued to any claimant under this Decree until Rochdale receives a release of claims that were subject to this action attached as Exhibit B. In the event that any claimant objects to the EEOC determination, the Court will set a Fairness Hearing to determine their claim. See Exhibit A

8. Upon Defendant's receipt of a fully executed release in the form attached hereto as Exhibit B, Defendant will provide the following:

- A. back pay check in the gross amount listed on a back pay schedule, reduced only by any applicable deductions for the employee's portion of FICA and by applicable federal and state income tax withholdings;

B check for compensatory damages, and interest on the back pay in the full amount listed ; and

C. statement itemizing the deductions from the back pay check.

9. Defendants shall offer Jeanine Latimer and Quantasha Hicks the next openings for a groundskeeping or maintenance positions at Rochdale Village Inc. Both above named individuals must meet any pre-employment or job performance requirements that other applicants meet.

III. Postings and Policies

10. Rochdale shall post and cause to remain posted copies of the notice attached hereto as Exhibit D in locations visible to all employees who work for Rochdale for a period of two (2) years starting from the date of entry of this Decree.

IV. Training

11. Within six (6) months of the entry of this Decree, Rochdale shall provide its management employees with no fewer than four (4) hours of training regarding Federal employment discrimination law conducted by an outside agency approved by the Commission. At least one hour of the training shall pertain to the prevention of sex discrimination.

12. After the aforementioned training has been completed, Rochdale shall provide at least two (2) hours of training regarding Federal employment discrimination law to all persons hired or promoted into management positions conducted by an outside agent approved

by the Commission. At least one-half hour of each such training shall pertain to the prevention of sex discrimination.

V. Reporting, Record-keeping, and Access

13. Within 48 hours of delivering any check or statement of deductions to an aggrieved person pursuant to Part II of this Decree, Rochdale shall forward a copy of the check or statement to the EEOC's Regional Attorney in its New York District Office.

14. Within 1 month of the entry of this Decree, Rochdale shall prepare and submit to the EEOC's Regional Attorney in its New York District Office a letter indicating as follows:

- A. that the notices have been posted as required by Part III of this Decree, and
- B. that the policy has been issued and distributed as required by Part III of this Decree.

The signed copies of Exhibit D shall be enclosed with the letter.

15. Within 3 months of the date of entry of this Decree and every 6 months thereafter for the duration of this Decree, Rochdale shall prepare and submit to the EEOC's Regional Attorney in its New York District Office, a report listing the following information with respect to each person who worked in the Maintenance and Groundskeeping job classification at Rochdale during the relevant reporting period:

- A. name,

- B. sex,
- C. last known residential phone number,
- D. last known residential address,
- E. date of application if hired after
- F. date of hire,
- G. date of termination, reason and by whom (if applicable),
- H. date and nature of promotion or transfer to Maintenance and Groundskeeping jobs.

16. For the first report described in paragraph 15, above, the reporting period shall begin with the date of entry of this Decree and end with the date seven days prior to the report. For succeeding reports, the reporting period shall begin with the date seven days prior to the last report and end with the date seven days prior to the current report

17. Rochdale shall maintain all documents utilized in preparing the reports described in paragraph 15, above, for a period of one year after the date of expiration of this Decree.

18. Within 60 days of providing any training pursuant to Part IV of this Decree, Rochdale shall send to the EEOC's Regional Attorney in its New York District Office a description of the training, the name, address and phone number of the individual or firm that provided the training, and the names, addresses, and phone numbers of all employees who attended.

19. During the term of this Decree Defendant shall allow representatives of the

Commission, upon reasonable advance notice, to review Defendant's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises.

20. Rochdale will maintain all records of applicants for employment for at least one year from the date the applicant applied.

VI. Term and Effect of Decree

21. Compliance with this Decree resolves all issues between the Commission and Rochdale arising out of the Complaint in this action. Except as provided in this Decree, this Decree in no way affects the Commission's right to process pending and future charges against Rochdale in accordance with Commission procedures, and to commence civil actions under Title VII or any other statute enforced by the Commission. The parties have entered into this Decree to avoid the delay, expense, and uncertainty of further litigation with respect to matters resolved herein, as well as to further the goal of cooperation.

22. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

23. This Decree shall be for a period of two years. During the Decree's term the Court shall retain jurisdiction of this case for purposes of compliance.

24. No party shall contest the validity of this Consent Decree nor the jurisdiction of the Federal District Court to enforce this Consent Decree and its terms or the right of any party to bring an enforcement action upon breach of any term of this decree by any party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in

the event that Rochdale fails to perform the promises and representations contained herein. If the EEOC determines that Rochdale has not complied with the terms of this Consent Decree it shall give Rochdale thirty (30) days from the receipt of written notice to cure any noncompliance. EEOC will specify the nature of the noncompliance. If the parties are unable to resolve the dispute, EEOC may seek to enforce the Decree by application to the Court. The Court shall retain jurisdiction over any such proceeding arising from an act, or failure to act, occurring during the duration of this Consent Decree.

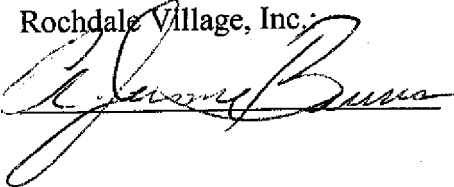
25 Each party shall bear that party's own costs. _____

DATE: February 3, 2004

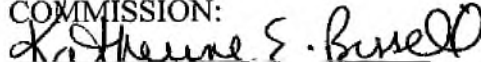
JUDGE

BY CONSENT:

Rochdale Village, Inc.:



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:



Katherine E. Bissell (KB 1831)

Regional Attorney

EEOC

New York District Office

33 Whitehall St, 5th Floor

New York, N.Y. 10004

(212) 336- 3698

(212) 336- 3623 (Facsimile)